



**AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Based in Bellevue, Wash., T-Mobile USA, Inc. is a member of the T-Mobile International group, the mobile telecommunications subsidiary of Deutsche Telekom (NYSE: DT). Through its subsidiaries and other investments, Deutsche Telekom today serves approximately 76 million wireless subscribers worldwide, ranking it one of the top three wireless carriers globally. T-Mobile is committed to providing the best value in wireless service through its GET MORESM promise to provide customers with more minutes, more features and more service than any other wireless provider. T-Mobile operates a nationwide GSM/GPRS voice and high-speed data network that covers more than 210 million people. T-Mobile is the only wireless carrier to offer Wireless Priority Service for government and critical infrastructure National Security and Emergency Preparedness personnel. T-Mobile operates the largest and fastest growing network of 'Wi-Fi' (802.11b) wireless broadband, (WLAN) public access hotspots. The service is currently available in 2,000 public locations including Starbucks Coffeehouses, select American Airlines Admiral clubs and airports. The service will be expanding to over 400 Borders Books & Music; American Airlines, Delta Air Lines and United Airlines' clubs and lounges over the next year. For more information, visit the company web site at www.t-mobile.com.

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

Cellular/PCS Voice Services

T-Mobile USA, Inc.

12920 SE 38th Street

Bellevue, WA 98006

(800) 318-9270

fax: (425) 748-3030

<http://www.t-mobile.com>

Contract Number: GS-35F-0503M

Period Covered by Contract: May 23, 2002 through May 22, 2012

General Services Administration

Federal Acquisition Service

Pricelist current through **Modification 32**, dated September 29, 2008

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Agencies can browse GSA *Advantage!* by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Contents

Section Title	Page
INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS	1
TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 132-53).....	11
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS.....	15
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL ACQUISITION SCHEDULE.....	17
BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS.....	21
GSA FSS AUTHORIZED IT SCHEDULE PRICELIST.....	23

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INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Acquisition Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA *Advantage!*[™] on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA *Advantage!*[™] and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract

The geographic scope of contract is domestic.

Contractor's Service Area

All Government locations within the scope of the contract.

2. Contractor's Ordering Address

T-Mobile USA, Inc
12010 Sunset Hills Rd., Suite 310
Reston, VA 20190

Contractor's Payment Address:

T-Mobile
P.O. Box 742596
Cincinnati, OH 45274-2596

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance:

Phone: 240-264-3152

3. Liability for Injury or Damage

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 06-852-8376Block 30: Type of Contractor— Large BusinessBlock 31: Woman-Owned Small Business NoBlock 36: Contractor's Taxpayer Identification Number (TIN): 91-19836004a. CAGE Code: 3BQL14b. Contractor has registered with the Central Contractor Registration Database.**5. FOB Destination****6. Delivery Schedule**

- a. **Time of Delivery:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER132-53**DELIVERY TIME (Days ARO)**4 Business Days

- b. **Urgent Requirements:** When the Federal Acquisition Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None
b. Quantity: None
c. Dollar Volume: None
d. Government Educational Institutions are offered the same discounts as all other Government customers.
e. Other: None

8. Trade Agreements Act of 1979, as amended

All items listed in the Authorized IT Pricelist are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing

N/A

10. Small Requirements

The minimum dollar value of orders to be issued is \$100.

11. Maximum Order

(The dollar amount is exclusive of any discount for prompt payment.)

The Maximum Order value for Special Item Number 132-53 – Wireless Services is \$500,000:

12. Use of Federal Acquisition Service Information Technology Schedule Contracts in Accordance with FAR 8.404

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Acquisition Schedules, ordering offices need not seek further competition, synopses the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Acquisition Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--
 - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;
 - (3) Probable life of the item selected as compared with that of a comparable item;
 - (4) Warranty considerations;
 - (5) Maintenance availability;

- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

- c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall—

Review additional Schedule Contractors’

- (1) catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

- d. **Blanket purchase agreements (BPAs).** The establishment of Federal Acquisition Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

- e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

- f. Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
 - g. Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.
- 13. Federal Information Technology/Telecommunication Standards Requirements:** Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.
- 13.1 Federal Information Processing Standards Publications (FIPS Pubs):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 Federal Telecommunication Standards (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.
- 14. Security Requirements.** In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

- 15. Contract Administration for Ordering Offices:** Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

An ordering office will be in default if it does not pay a sum when due or otherwise breaches the Contract. In case of default, the ordering office shall remain responsible for payment of all charges and fees due, and the Contractor shall have the right to discontinue service. In an effort to avoid service interruptions on past due accounts, the Contractor will notify a GSA-authorized point of contact of an account's past due status. For a period of up to 60 days after such notification, the Contractor and GSA will attempt to resolve the past due issue by working to identify any unapplied or misapplied payments or by encouraging the past due ordering office to make required payments, such as the case may be. After the 60-day period, the Contractor shall have the right to terminate service. Nothing herein shall alter the rights and obligations of the parties under the Prompt Payment Act. (T-Mobile's primary point of contact for escalations on payment resolution will be Phyllis Burke (Phyllis.Burke@T-Mobile.com).)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is www.gsaadvantage.gov.

17. Purchase of Open Market Items

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Acquisition Schedule contract.

For administrative convenience, an ordering office contracting officer may add items not on the Federal Acquisition Multiple Award Schedule (MAS)—referred to as open market items—to a Federal Acquisition Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if—

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Acquisition Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering office contracting officer has determined the price for the items not on the Federal Acquisition Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Acquisition Schedule; and

- (4) All clauses applicable to items not on the Federal Acquisition Schedule are included in the order.

18. Contractor Commitments, Warranties and Representations

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. Blanket Purchase Agreements (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Acquisition Schedule Program is authorized in accordance with FAR 13.303-2(c) (3), which reads, in part, as follows: "BPAs may be established with Federal Acquisition Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Acquisition Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of

business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. Section 508 Compliance.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.t-mobile.com.

The EIT standard can be found at www.Section508.gov.

24. Prime Contractor Ordering from Federal Acquisition Schedules.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Acquisition Schedules, on behalf of a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the Agency with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Acquisition Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Acquisition Schedule contract, the latter will govern.

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TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 132-53)

1. Acceptance Testing

Once the Government has activated a line of service, the Government has 14 days to conduct testing to ensure that the equipment and service are satisfactory. After 14 days of active service, the service and equipment are deemed accepted.

2. Equipment

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and Government-furnished devices that conform to the cellular service furnished by the Contractor.

3. Warranty

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

T-Mobile USA Limited Warranty

- A. Limited Warranty. *This warranty is a limited warranty only and is subject to the limitations contained herein.*
- B. Parties Who Can Enforce the Warranty. *This limited warranty extends only to the Agency listed as the initial Agency on the initial T-Mobile wireless service account associated with the Unit (the Service Account). This limited warranty is not assignable or transferable to any subsequent purchaser or user. Only Agency and no other person or entity, shall have the right to enforce this limited warranty.*
- C. Identification of Covered Parts and Products. *This limited warranty covers all parts of the Unit, except any housing and cosmetic parts which shall not be covered under this limited warranty. Unit, as used in this limited warranty, means the phone receiving and transmitting equipment provided to Agency by T-Mobile USA, Inc. (Warrantor), either (A) new, or (B) as a replacement pursuant to the terms of any warranty by Warrantor, but excluding any replacement equipment or repaired equipment provided to Agency at Agency's additional cost or otherwise provided to Agency outside the scope of this limited warranty (Excluded Equipment), even if such Excluded Equipment is provided by Warrantor. Any and all Excluded Equipment is excluded from this limited warranty and may or may not be covered by a separate warranty.*
- D. Warranty Duration. *The limited warranty for the Unit extends for one (1) year (the limited warranty period) beginning on the date the Service Account was established or the date on which Agency receives the Unit, whichever is earlier. The limited warranty only covers the Unit until the end of the limited warranty period, no matter when or in*

what condition the Unit is provided to Agency, and does not cover any Unit provided after the termination of the limited warranty period.

- E. Warrantors Performance Obligations. During the limited warranty period, Warrantor will repair or replace, at Warrantors option, any defective parts of the Unit that will not operate properly for their intended use, unless the defect or damage is caused by or is the result of abnormal use or conditions, improper storage, unauthorized modifications, connections, or repair, misuse, neglect, accident, alteration, improper installation, or other acts which are not the fault of Warrantor or the manufacturer of the Unit or which are not covered by the manufacturers warranty for the Unit, including damage caused by shipping. No charge will be made to Agency for any such parts so repaired or replaced. Warrantor also will pay for the labor charges incurred by Warrantor in repairing or replacing the defective parts and shall pay for the cost of shipping any replacement parts or Unit to Agency. Warrantor will not pay the cost of rental or alternative equipment or any other expenses other than as expressly indicated above. Parts not covered by this limited warranty will be repaired or replaced by Warrantor only at Agency expense.
- F. Agency Duties. If a problem with the Unit develops during the limited warranty period, Agency shall take the following steps:
- (1) Agency shall promptly notify Warrantor of such problem before the expiration of the limited warranty period by telephone at T-Mobile Customer Care, 1-800-937-8997.
 - (2) Agency shall provide all information requested by Warrantors representatives during such telephone call, including Agency's name, address, telephone number, and proof of purchase;
 - (3) Agency shall agree to pay for the costs of the repair or replacement of any part of a Unit if such repair or replacement is not covered by this limited warranty, and if Agency so agrees, (a) Warrantor will ship Agency with a replacement Unit at Warrantors expense, (b) Agency will follow the instructions included with the replacement Unit, including instructions for replacing the Smart Card, and (c) following receipt of the replacement Unit, Agency shall ship the problem Unit as instructed by Warrantor via U.S. Postal Service to: T-Mobile National Return Center, 210 Wiley Road, LaGrange, GA 30240.
 - (4) If Agency does not agree to pay for the costs of the repair or replacement of any part or Unit if such repair or replacement is not covered by this limited warranty, Agency shall ship the problem Unit pre-paid and insured via U.S. Postal Service to T-Mobile National Return Center, 210 Wiley Road, LaGrange, GA 30240. Agency shall include a return address, daytime telephone number and/or fax number, and a complete description of the problem. Warrantor shall ship a replacement Unit to Agency only if the defective part or unit is covered by this limited warranty, and Agency will follow the instructions included with the replacement Unit, including instructions for replacing the Smart Card. Otherwise, any part or Unit sent to Warrantor and not covered by this limited warranty shall be returned freight collect without repair or replacement to Agency.
 - (5) Agency shall have no coverage or benefits under this limited warranty if agency fails to notify Warrantor of any problems during the limited warranty period or fails to follow the instructions provided to Agency by Warrantor.
- G. Limitations on Implied Warranties. Any implied warranty of merchantability, or fitness for a particular purpose or use, shall be limited to the duration of the foregoing written limited warranty. Otherwise, the foregoing warranty is Agency's sole and exclusive

remedy against warrantor and is in lieu of all other warranties by warrantor express or implied. At the expiration of the limited warranty period, warrantor hereby disclaims any and all implied warranties for the equipment, including the warranties of merchantability and fitness for a particular purpose, and Agency agrees to thereafter accept the equipment in an as is condition with all faults.

- H. Limitations of Damages and Agency Remedies. Warrantor shall not be liable for incidental, consequential, special, punitive or other damages or a loss of anticipated benefits or profits, resulting from, related to or arising out of the purchase or use of the unit or from the breach of this limited warranty even if warrantor knew the likelihood of such damages; provided, however, that nothing herein shall preclude any Government right to recover compensatory damages for any personal injury associated with personal use of the equipment during the limited warranty period. Government shall have the right to recover any damages for any injury or claim or arising of or related to Agency's use of the equipment after the expiration of this limited warranty.
- I. Warranty Registration Cards. No warranty registration card need be returned as a condition for coverage under this limited warranty.
- J. Manufacturers Warranties. The manufacturer of the equipment may provide a limited warranty for the Unit. A copy of such warranty is available upon request at no cost to Agency. Agency may wish to elect the remedies provided by such manufacturers limited warranty in lieu of the remedies provided by this limited warranty.
- K. Warranty Inquiries. Questions concerning this limited warranty or the manufacturers warranty may be directed to: T-Mobile USA, Inc., Attention Customer Relations, 1201 Menaul Boulevard N.E., Albuquerque, NM, 87017.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within ten (10) business days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) business days after notification.

4. Management and Operations Pricing

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

5. Training

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Assistance is free of charge via T-Mobile Customer Care at (800) 937-8997.

6. Monthly Reports

In accordance with commercial practices, the Contractor may furnish the Agency/User with a monthly summary activity report.

7. Wireless Service Plan

- (a) Describe the wireless service plan and eligibility requirements, including, but not limited to, service area, monthly service charge, minutes included, etc.

There are many T-Mobile wireless plans available. The applicable service areas, number and type of minutes included, activation fees, and monthly recurring charges for each plan are described in detail in our GSA Authorized IT Pricelist.

- (b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

The charges for additional minutes, additional text messages, additional lines, long distance, voice mail retrieval, roaming, and additional browsing vary per plan. Each plan is described in detail in our GSA Authorized IT Pricelist.

- (c) Describe corporate volume discounts and eligibility requirements.

All volume discounts are built into T-Mobile's pricing.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

T-Mobile USA, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

- ❑ To actively seek and partner with small businesses.
- ❑ To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- ❑ To develop and promote company policy initiatives demonstrating our support for awarding contracts and subcontracts to small business concerns.
- ❑ To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- ❑ To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- ❑ To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- ❑ To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact John Ryder by phone at 703-945-4688, or by email at John.Ryder3@t-mobile.com.

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BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL ACQUISITION SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and T-Mobile USA, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Acquisition Schedule Contract GS-35F-0503M.

Federal Acquisition Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Acquisition Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

Agency

Date _____

Contractor

Date _____

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition Schedule Contract Number GS-35F-0503M, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES/DATES
_____	_____
_____	_____
_____	_____

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
- (b) Contract Number;

- (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Acquisition Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS

Federal Acquisition Schedule Contractors may use Contractor Team Arrangements (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Acquisition Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Acquisition Schedule Contract.

Participation in a Team Arrangement is limited to Federal Acquisition Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Acquisition Schedule Contractors may individually meet the customer's needs, or
- Federal Acquisition Schedule Contractors may individually submit a Schedule "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

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GSA FSS AUTHORIZED IT SCHEDULE PRICELIST

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SERVICE PLANS

The following is not a complete list of plans offered by T-Mobile. Other discounted rates and equipment may be available for purchase outside the GSA Schedule under other purchasing authority. Actual billed pricing can vary slightly from the price list. (T-Mobile billing relies on a six decimal pricing system, whereas the two decimal pricing in the price list is rounded according to the standard rounding rule.)

The contract price does not include all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. T-Mobile will state separately on its invoices taxes excluded from the contract price, and the ordering activity agrees either to pay the amount of the taxes to T-Mobile or provide evidence necessary to sustain an exemption. See FAR 52.229-1 (STATE AND LOCAL TAXES) (APR 1984) (DEVIATION - MAY 2003).

Quote sheets provided to ordering activities represent estimates of taxes and fees to be applied in final billings.

Please contact your T-Mobile Sales Representative for more information.

VOICE PLANS

International dialing and roaming is not included in these plans and must be added separately.

NATIONAL BUSINESS / GOVERNMENT RATE PLANS - Includes Caller ID, Call Waiting, Enhanced Voice Mail, 3-Way Calling, Paging, Call Holding, Call Forwarding, and Conference Calling.

<u>National Bus/Govt Plan 300 - 300 Whenever Minutes and 300 T-Mobile-to-T-Mobile Minutes. Includes 100 Text Messages and Unlimited Nationwide Weekend Minutes.</u>	\$24.59
<u>National Bus/Govt Plan 600 - 600 Whenever Minutes, Unlimited T-Mobile-to-T-Mobile Minutes, and 500 Text Messages. Includes Unlimited Nationwide Weekend Minutes.</u>	\$32.79
<u>National Bus/Govt Plan 1000 - 1000 Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, and 500 Text Messages. Includes Unlimited Nationwide Weekend Minutes.</u>	\$40.99
<u>National Bus/Govt Plan 1500 - 1500 Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, and 500 Text Messages. Includes Unlimited Nationwide Weekend Minutes.</u>	\$49.19
<u>National Bus/Govt Plan 2500 - 2500 Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, and 500 Text Messages. Includes Unlimited Nationwide Weekend Minutes.</u>	\$81.99
<u>National Bus/Govt Plan 5000 - 5000 Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, and 500 Text Messages. Includes Unlimited Nationwide Weekend Minutes.</u>	\$106.59

NATIONWIDE ENTERPRISE PLANS - Includes Caller ID, Call Waiting, Enhanced Voice Mail, 3-Way Calling, Paging, Call Holding, Call Forwarding, and Conference Calling.

* All plans include Long Distance and Nationwide Roaming.

* All plans include Unlimited Nights & Weekend Minutes

* Text Messages are not included

<u>Nationwide Enterprise Plan 5 - 5000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages.</u>	\$205.00
<u>Additional Lines \$9.99 per line per month</u>	\$8.19



Voice overage \$0.25

Nationwide Enterprise Plan 10 - 10,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages. \$410.00

Additional Lines \$9.99 per line per month \$8.19

Voice overage \$0.25

Nationwide Enterprise Plan 20 - 20,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages. \$820.00

Additional Lines \$9.99 per line per month \$8.19

Voice overage \$0.25

Nationwide Enterprise Plan 35 - 35,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages. \$1,435.00

Additional Lines \$9.99 per line per month \$8.19

Voice overage \$0.25

Nationwide Enterprise Plan 50 - 50,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages. \$2,050.00

Additional Lines \$9.99 per line per month \$8.19

Voice overage \$0.20

Nationwide Enterprise Plan 75 - 75,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages. \$3,075.00

Additional Lines \$9.99 per line per month \$8.19

Voice overage \$0.20

Nationwide Enterprise Plan 100 - 100,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages. \$4,100.00

Additional Lines \$9.99 per line per month \$8.19

Voice overage \$0.20

Nationwide Enterprise Plan 150 - 150,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages. \$6,150.00

Additional Lines \$9.99 per line per month \$8.19

Voice overage \$0.15

Nationwide Enterprise Plan 250 - 250,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages. \$10,250.00

Additional Lines \$9.99 per line per month \$8.19

Voice overage \$0.15

Nationwide Enterprise Plan 500 - 500,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T- \$20,500.00

Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages.

Additional Lines \$9.99 per line per month \$8.19

Voice overage \$0.05

Nationwide Enterprise Enhanced Plan 500 - 400,000 Pooled Whenever Minutes, unlimited T-Mobile-to-T-Mobile Minutes, unlimited Weekend Minutes, and 300 Text Messages.
Plan is reserved for agencies with 500 lines or more. \$16,400.00

Additional Lines \$9.99 per line per month \$32.80

Voice overage \$0.05

FLAT RATE PLANS - Includes Caller ID, Call Waiting, Enhanced Voice Mail, 3-Way Calling, Paging, Call Holding, Call Forwarding, and Conference Calling.

All plans include Long Distance and Nationwide Roaming.

Flat Rate Plan 50 - 0 Whenever Minutes, Must have 50 New Activations \$16.39

Flat Rate Plan 100 - 0 Whenever Minutes, Must have 100 New Activations \$16.39

Flat Rate Plan 150 - 0 Whenever Minutes, Must have 150 New Activations \$8.19

Flat Rate Plan 500 - 0 Whenever Minutes, Must have 500 New Activations \$4.09

Data Rate Plans - These are standalone rate plans and may not be available to all devices.

T-Mobile Total Internet Plan - Unlimited Internet and data usage on T-Mobile GPRS/EDGE/WI-FI (T-Mobile HotSpot) networks, unlimited My E-mail access, 300 Text Messages or instant messages \$32.79

T-Mobile Total Internet Plan (Voice Barred) - Unlimited Internet and data usage on T-Mobile GPRS/EDGE/WI-FI (T-Mobile HotSpot) networks, unlimited My E-mail access, 300 Text Messages or instant messages \$32.79

T-Mobile Total Internet Plan (Voice Barred) - Data Cards Only on T-Mobile GPRS/EDGE/WI-FI (T-Mobile HotSpot) networks, unlimited My E-mail access, 300 Text Messages or instant messages \$40.99

BlackBerry Unlimited with Enterprise Email - Unlimited BlackBerry Web Client and BlackBerry Enterprise Server Access Email, Unlimited Web Browsing, 300 Text Messages \$32.78

BlackBerry Unlimited with Enterprise Email and Voice Barred - Unlimited BlackBerry Web Client and BlackBerry Enterprise Server Access Email, Unlimited Web Browsing, 300 Text Messages \$32.78

Minutes & Mail Enterprise - Unlimited BlackBerry Internet Service Access, Unlimited Web Browsing, Unlimited Text Messages, 1000 Whenever Minutes \$57.39

Minutes & Mail Enterprise Ultra - Unlimited BlackBerry Internet Service Access, Unlimited Web Browsing, Unlimited Text Messages, 1500 Whenever Minutes \$73.79

Sidekick Unlimited Plus Plan - Unlimited Wireless Email, AOL Instant Messenger, Internet Browsing, Two-Way Text Messaging, and Mobile Snapshots. \$24.59

Data Add Ons - These are features that can be added to a rate plan. May not be available to all plans or devices.

T-Mobile Total Internet - Unlimited Internet and data usage on T-Mobile GPRS/EDGE/Wi-Fi (T- \$16.39

Mobile HotSpot) networks, unlimited My E-Mail access

Blackberry Unlimited International - Unlimited BlackBerry Web Client Access Email, unlimited Web Browsing. \$16.39

Blackberry Unlimited Add On with Enterprise Email - Unlimited BlackBerry Web Client and BlackBerry Enterprise Service Access Email, Unlimited Web Browsing. \$24.58

Sidekick Unlimited - Unlimited Wireless Email \$16.39

T-Mobile HotSpot (wi-fi) - Unlimited data transfer \$16.39

Feature Add Ons - These are features that can be added to a rate plan. May not be available to all plans or devices. For a complete listing of all features offered, please contact your T-Mobile Sales Representative.

T-Mobile Unlimited Windows \$8.19

Unlimited Nights Feature - Unlimited night minutes from 12:01 AM - 6:59 AM Monday, 9:00 PM - 6:59 AM, Monday through Thursday and 9:00 PM - 11:59 PM Friday. \$4.09

Unlimited Mobile to Mobile Feature - Unlimited mobile to mobile calls. \$4.91

500 Weekend Minutes - 500 weekend minutes on regional rate plans per month. \$8.19

400 Message Value Bundles - 400 picture/video messages or text messages. \$4.09

1000 Message Value Bundles - 1000 picture/video messages or text messages. \$8.19

Unlimited Message Value Bundles - Unlimited picture/video messages or text messages. \$12.29

WIRELESS PRIORITY SERVICE - Access is determined by individual subscriber's security clearance level.

Activation Fee \$10.00

Access Level Change \$10.00

Charge Per Minute \$0.75

Wireless Priority Access 1 \$4.50

Wireless Priority Access 2 \$4.50

Wireless Priority Access 3 \$4.50

Wireless Priority Access 4 \$4.50

Wireless Priority Access 5 \$4.50

Equipment Protection by Asurion

Insurance is available to replace handsets or handhelds after a covered accidental loss, theft or damage. Must enroll within 14 days of activation, exchange or upgrade.

One wireless handset or handheld is covered so long as it is utilizing the SIM card associated with your T-Mobile account at the moment of accidental loss, theft or damage. Additional items covered are: one standard battery (as part of the handset loss), one standard cigarette lighter adapter, one standard leather case and one standard charger. Service is provided by Asurion to subscribers of

T-Mobile. Asurion Insurance Services, Inc. is the agent and provides claim servicing under this program. Hartford Fire Insurance Company (or one of its insurance company affiliates) is the underwriter of this service. Additional terms and conditions apply, please contact your T-Mobile account representative for more information.

Group A - Covers low tier devices. \$40.00 deductible. \$150.00 coverage limit.	\$3.99
Group B - Covers medium tier devices. \$70.00 deductible. \$1000.00 coverage limit.	\$5.79
Group C - Covers high tier devices. \$110.00 deductible. \$1000.00 coverage limit.	\$5.79

DIRECTORY ASSISTANCE

<u>Dial 411 for directory listings from your mobile phone (charge per call, plus airtime)</u>	\$1.49
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BES SOFTWARE

4.1 BES LOTUS DOMINO, 20 USER	\$3,361.99
4.1 BES MS EXCHANGE, 20 USER	\$3,361.99
4.1 BES NOVELL GROUPWISE, 20 USER	\$3,361.99
4.1 BES SBE MS EXCHANGE, 5 USER	\$983.99
4.1 BES DOMINO, 1 USER	\$2,541.99
4.1 BES EXCHANGE, 1 USER	\$2,541.99
4.1 BES GROUPWISE, 1 USER	\$2,541.99
4.1 BES CAL, 1 USER	\$81.99
4.1 BES CAL, 5 USER	\$352.59
4.1 BES CAL, 10 USER	\$573.99
4.1 BES CAL, 50 USER	\$2,705.99
4.1 BES CAL, 100 USER	\$4,919.99
4.1 BES CAL, 500 USER	\$22,549.99
4.1 BES SBE CAL, 1 USER	\$81.99
4.1 BES SBE CAL, 5 USER	\$352.59

EQUIPMENT

May be purchased in conjunction with a T-Mobile rate plan or as an equipment only order at the "price w/o Activation". Equipment is subject to availability and may be discontinued at any time.

CONVERGED DEVICES

Sidekick Slide	\$249.99
Sidekick LX	\$349.99

BlackBerry 8100	\$249.99
BlackBerry 8120	\$299.99
BlackBerry 8320	\$262.31
BlackBerry 8700G	\$199.99
BlackBerry 8800	\$449.99
BlackBerry 8820	\$449.99

WIRELESS DIGITAL PHONES

Nokia 2610	\$0.00
Nokia 3555	\$99.99
Nokia 5300	\$119.99
Nokia 6086	\$89.99
Nokia 6133	\$89.99
Nokia 6263	\$149.99
Samsung T219	\$0.00
Samsung T329	\$49.99
Samsung T409	\$79.99
Samsung T429	\$79.99
Samsung T439	\$119.99
Samsung T539 Beat	\$149.99
Samsung T639	\$149.99
Samsung T729	\$129.99
Samsung T739	\$149.99
Samsung T819	\$169.99